



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company



Artesian Wastewater Management



Artesian Utility Development



Artesian Water Pennsylvania



Artesian Water Maryland



Artesian Wastewater Maryland

Via DelaFile

May 4, 2016

Ms. Donna L. Nickerson, Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Dear Ms. Nickerson:

RE: Artesian Water Company, Inc. CPCN Application- Clayton Farms

Enclosed please find a CPCN Application filed on behalf of Artesian Water Company, Inc. to provide water service to 1 parcel owned by Clayton Farms located in Middletown, New Castle County, Delaware. AWC paid the required \$300 application fee electronically through the Commission's electronic portal *Delafile*.

Please feel free to contact me at (302) 453-6995 should you have any questions regarding this application.

Sincerely,

A handwritten signature in blue ink that reads "David L. Valcarenghi".

David L. Valcarenghi
Manager of Rates and Regulation

cc: John Barndt, DNREC, Division of Water Resources- via email
Grover Ingle, Delaware State Fire Marshall's Office
Constance Holland, Delaware Office of State Planning
Richard Killingsworth, New Castle Planning Board
Edward Hallock, Delaware Department of Health
David Bonar, Delaware Division of the Public Advocate

BEFORE THE DELAWARE PUBLIC SERVICE COMMISSION

**APPLICATION FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

This application is filed consistent with the requirements of Delaware Code 26 Del. C. §203C.

Type of Utility Service: **Water Service**

I. APPLICANT INFORMATION

A). Full legal name and address of Applicant:

ARTESIAN WATER COMPANY, INC. ("AWC")
664 CHURCHMANS ROAD
NEWARK, DE 19702

B).	Utility Contact:	<u>DAVID L. VALCARENGHI</u>
C).	Phone No.:	<u>(302) 453-6995</u>
D).	Fax No.:	<u>(302) 369-4041</u>
E).	Email:	<u>dvalcarenghi@artesianwater.com</u>

II. BASIS FOR APPLICATION

- ☐ A. The Applicant is in possession of a signed service agreement with the developer of a proposed subdivision or development, which subdivision or development has been duly approved by the respective county government. (26 Del. C. § 203C (e) (1) (b) (1)).
- ☒ B. The Applicant has one or more petitions requesting water service from the applicant executed by the landowners of record of each parcel or property to be encompassed within the proposed territory to be served. (26 Del. C. § 203C (e) (1) (b) (2)).
- ☐ C. The Applicant, in the case of existing development, subdivision, or generally recognized unincorporated community has one or more petitions requesting water service from the applicant executed by the landowners of record of parcels and properties that constitute a majority of the parcels or properties in the existing development, subdivision, or unincorporated community. (26 Del. C. § 203C (e) (1) (b) (3)).
- ☐ D. The Applicant possess a certified copy of a resolution or ordinance from the governing body of a municipality that requests, directs, or authorizes the applicant to provide water services to the proposed territory to be

served, which must be located within the boundary of such county and municipality. (26 Del. C. § 203C((e)(1)(b)(4))

III. PROCEDURE

- A. Artesian Water Company, Inc. (AWC) requests that this application be reviewed pursuant to an informal fact finding procedure.

IV. PETITIONS FOR UTILITY SERVICE

- A. Customer Petitions requesting Service- Exhibit A
- B. Customer Notifications of CPCN Application- Exhibit B
- C. Proposed Parcels Included in CPCN- Exhibit C
- D. AWC Certification of Information Accuracy- Exhibit D

V. IDENTIFICATION OF PARCELS

- A. The application includes one parcel located on Pole Bridge Road in Middletown in New Castle County, Delaware and by identified by New Castle County tax id No. 13-011.00-021.
- B. Water service will be provided through the extension of a main from an existing main located at Fox Hunter Crossing. The Company anticipates furnishing water service to the parcel within 30 days of receiving approval to provide water service to the parcel.
- C. A map showing the location of the parcel is provided in Exhibit C.

VI. FINANCIAL AND OPERATIONAL CAPABILITIES

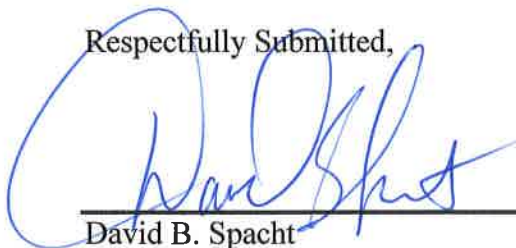
- A. Complete details of the Company are on file with the Commission, including information on Company's finances, and operational and managerial capabilities. A number of reports are on file with the Commission that detail AWC's financial and operational performance.
- B. AWC has been in the business of providing a safe, secure, reliable water supply for customers for over 100 years.
- C. AWC is an affiliate of Artesian Resources Corporation. Information that details the organizational structure of ARC and affiliates is on file with the Commission.
- D. AWC currently serves approximately 81,600 customers throughout the state of Delaware.

- E. AWC facilities are operated by fully licensed operators that have operated in full compliance with applicable federal and state rules, regulations, and laws.
- F. AWC provides water service at all times to present customers of at least the minimum water pressure threshold of 25 pounds. AWC states that it will provide service to the parcel that meet or exceed the water pressure guidelines.
- G. AWC provides superior service and is not subject to any orders from the Commission that found that the Company materially failed to provide adequate or proper safe water services to existing customers.
- H. AWC is not subject to a ruling, decision or finding from DNREC or any other regulatory authority that found the Company materially failed to comply with applicable safe drinking water or water quality standards.

VII. OTHER

- A. AWC's CPCN Application is fully consistent with prior Commission decisions.
- B. This CPCN has been forwarded, for informational purposes, to the following parties:
 - 1. John Barndt, DNREC, Division of Water Resources- via email
 - 2. Grover Ingle, Delaware State Fire Marshall's Office
 - 3. Constance Holland, Delaware Office of State Planning
 - 4. Richard Killingsworth, New Castle County Planning Board
 - 5. Edward Hallock, Delaware Department of Public Health
 - 6. David Bonar, Delaware Division of the Public Advocate

Respectfully Submitted,

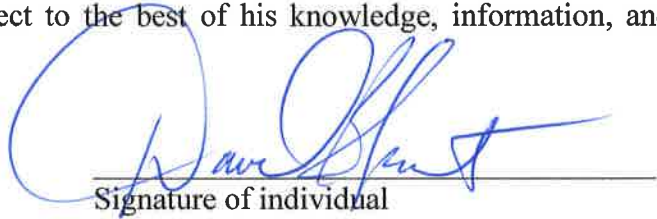


David B. Spacht
Artesian Water Company, Inc.
Chief Financial Officer & Treasurer

AFFIDAVIT

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this 4th day of May, 2016, personally came before me, the subscriber, a Notary Public in and for the state and county aforesaid, David B. Spacht, the CFO and Treasurer of Artesian Water Company, Inc. known to me personally to be such or having presented to me satisfactory evidence of identity, and acknowledged this document to be his act and deed and the act and deed of such corporation, that the signature of such individual is in his own proper handwriting, and that the facts set forth in this application are true and correct to the best of his knowledge, information, and belief.




Signature of individual

DAVID B SPACHT

Printed Name

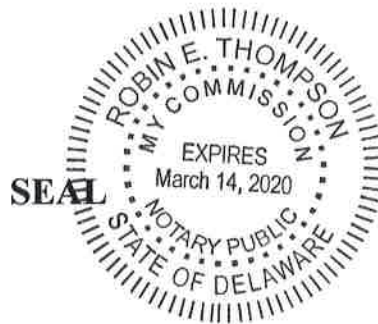
SIGNED AND SWORN (OR AFFIRMED) before me on this 4th day of

May, 2016



Signature of Delaware Notarial Officer
NOTARY PUBLIC

Title (e.g., Notary Public)



My Commission Expires:

March 14, 2020

EXHIBIT A

Artesian Water Company

Water Service Petition

We the undersigned, request to be included in the water service territory of Artesian Water Company, Inc. for the following property in New Castle County, Delaware.

Parcel Nos.: 1301100021

Property Description: 1190 Churchtown Road, Middletown, DE 19709

Property Owner(s): Clayton Farms Property LLC

Signature: Thomas F. Harrison **Title:** MANAGER **Date:** 3.29.16

Printed: THOMAS F. HARRISON

Address: 91 SHERMAN ST, #6 **Telephone:** 617 697-2299
CAMBRIDGE, MA 02140

Signature: _____ **Title:** _____ **Date:** _____

Printed: _____

Address: _____ **Telephone:** _____

All legal owners of the parcel must sign for the petition to be valid.

For parcels owned by individuals simply indicate owner as title.

For parcels owned by corporations, LLC's or other entities, please provide documentation of the signer's authorization.

I UNDERSTAND THAT BY SIGNING THIS PETITION MY PROPERTY MAY HAVE TO REMAIN IN ARTESIAN WATER COMPANY, INC'S SERVICE TERRITORY PERMANENTLY. I ALSO UNDERSTAND THAT IT MAY AFFECT MY ABILITY TO OBTAIN A PERMIT FOR A NEW WELL.

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR CONCERNS, PLEASE CONTACT THE PUBLIC SERVICE COMMISSION AT (302) 736-7500 (in Delaware, call 800-282-8574).

Return to:
Artesian Water Company, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Parcel # 1301100021

Property Address: 1190 CHURCHTOWN RD
MIDDLETOWN, DE 19709-

Subdivision:

Owner: CLAYTON FARMS PROPERTY LLC
91 SHERMAN ST #6

Owner Address: CAMBRIDGE, MA 02140

Municipal Info: Unincorporated

Lot #:	Property Class: FARMLAND
Location:	Lot Size: 200
Map Grid: 05802980	Lot Depth: 0
Block:	Lot Frontage: 0
Census Tract: 166.01	Street Finish:
Street Type:	
Water:	
Microfilm #: 000000	

District & Zoning Info**Districts**

- **FIRE/RESCUE - VOLUNTEER HOSE**
- **APPOQUINIMINK SCHOOL DIST-TRES**
- DE REP 08-S QUINTON JOHNSON
- DE SEN 10-BETHANY A HALL-LONG
- PLANNING 7 - MOT
- WETLANDS-LU
- SEWER DISTRICT SOUTHERN-ASMT
- SOUTH OF C & D CANAL
- TRAFFIC ZONE T213 (YR2000)
- ROLLBACK PENDING CHANGE OF USE
- BLUELINE STREAM 100FT BUFFER
- COUNCIL 6 -WILLIAM E POWERS JR

Zoning

- S - UDC - SUBURBAN

Sales History

Owner	Deed	Current Owner?	Multi?	Sale Date	Sale Amount
FRAME JEANETTE C	F09 354	N	N	Not Available	\$0.00
HARRISON THOMAS C F	WR121318	N	N	7/2/1997	\$0.00
HARRISON THOMAS F	WR149309	N	Y	8/11/2009	\$0.00
CLAYTON FARMS PROPERTY LLC	20110815 0050619	Y	N	8/10/2011	\$1.00

Tax/Assessment Info**Assessment**

Land: 414000
Structure: 300
Homesite: 0
Total: 414300
County Taxable: 300
School Taxable: 300

Tax Bills as of 1/8/2016 3:06:19 AM

Tax Year	County			School		
	Principal Due	Penalty Due	Amt Paid	Principal Due	Penalty Due	Amt Paid
2010A	\$0.00	\$0.00	\$252.16	\$0.00	\$0.00	\$553.22
2011A	\$0.00	\$0.00	\$254.37	\$0.00	\$0.00	\$554.61
2012A	\$0.00	\$0.00	\$2.18	\$0.00	\$0.00	\$5.26
2013A	\$0.00	\$0.00	\$2.18	\$0.00	\$0.00	\$5.71
2014A	\$0.00	\$0.00	\$2.18	\$0.00	\$0.00	\$5.75
2015A	\$0.00	\$0.00	\$2.18	\$0.00	\$0.00	\$5.78

Tax Payments as of 1/8/2016 3:06:19 AM

Date Paid	Amt Paid
9/24/2010	\$805.38
9/28/2011	\$808.98
8/24/2012	\$7.44
9/10/2013	\$7.89

8/29/2014

\$7.93

8/7/2015

\$7.96

County Balance Due: \$0.00

School Balance Due: \$0.00

Accounts with delinquent balances do not reflect the most recent statutory penalty, which was imposed on the first of the month. To obtain the exact amount necessary to pay the account in full, please call New Castle County's Treasury Division at (302) 323-2600.

Residence Characteristics**Residence 0**

Building Design: RSAUXIMP	Residence Class:
Grade: POOR	Condition: VERY POOR
Year Built: 1900	# Stories: 1
Total Area (sq. ft.): 0	Main Floor Area: 0
# Rooms: 0	# Bedrooms: 0
# 1/2 Baths: 0	# Full Baths: 0
# Fam. Rooms: 0	# Fixtures: 0
Roof Type:	Roof Material:
Exterior Wall: OTHER	Interior Wall Finish:
Floor Finish:	Foundation:
Garage Capacity: 0	Basement %:
Basement % Finished:	Basement Finish Type:
Attic % Finished:	
Unfinished %:	Unfinished Area: 0
Heat Type:	Air Conditioning:
Remodel Year: 0	

CLAYTON FARMS PROPERTY, LLC

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT is made with an effective date August 3, 2011, between and among:

CLAYTON FARMS PROPERTY, LLC (hereafter referred to as the "*Company*"), a Delaware limited liability company having an address of 91 Sherman Street, Apartment 6, Cambridge, MA 02140;

THOMAS F. HARRISON, TRUSTEE OF EVELYN T. HARRISON TRUST F/B/O THOMAS F. HARRISON U/A dated August 10, 2011, of the same address; and

THOMAS F. HARRISON, an individual also having the same address.

RECITALS

The Company was formed by the filing of the Certificate (as hereafter defined) on August 3, 2011.

Evelyn T. Harrison and Thomas Frame Harrison conveyed the Real Property to the Company by warranty deed dated August 10, 2011, in exchange for Membership Interests in the proportion of their respective ownership interests in the Real Property.

Thereafter, by Assignment of Membership Interest dated August 11, 2011, a copy of which is attached as *Exhibit A* to this Agreement, Evelyn T. Harrison transferred her entire Membership Interest to Thomas F. Harrison, Trustee of the Evelyn T. Harrison Trust f/b/o Thomas F. Harrison under Agreement dated August 10, 2011.

The parties enter into this Agreement as the limited liability company agreement of the Company.

The terms "Real Property" and "Membership Interest" are used in the Recitals as defined in this Agreement.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREINAFTER SET FORTH AND SUBJECT TO ALL OF THE TERMS AND CONDITIONS HEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

SECTION 1
Definitions and Construction

1.1 Definitions: As used in this Agreement, the following terms shall have the following meanings:

Act: The Delaware Limited Liability Company Act, 6 *Del. C.* Section 18-101 *et seq.*, as amended from time to time.

Agreement: Unless the context otherwise requires, this Clayton Farms Real Property, LLC Limited Liability Company Agreement.

Assignment: Any disposition of a Membership Interest, voluntary or involuntary, whether or not for value, including, without limitation, sales, exchanges (including exchanges pursuant to a plan of merger or consolidation), gifts, pledges and hypothecations, passage by intestate succession or bequest, vesting of title in a trustee, receiver, conservator, or otherwise in connection with any insolvency, guardianship, or conservatorship proceeding, subjection to judgment lien, and dispositions pursuant to any separation agreement, judicial decree, or judgment entered in connection with any domestic relations proceeding. For purposes of this Agreement, the term Assignment does not include:

(i) A transfer to the trustee of a revocable trust of which an individual is the sole lifetime beneficiary, but the death of the trustor of a revocable trust which is a Member shall be deemed to be the death of the Member;

(ii) A transfer by the trustee of a trust to a successor trustee of such trust;

(iii) A transfer by a Member, whether made during lifetime or upon the Member's death, to or in trust for a lineal descendant of Evelyn T. Harrison; or

(iv) A transfer by the trustee of a trust (including, without limitation, the Evelyn T. Harrison Trust f/b/o Thomas F. Harrison under Agreement dated August 10, 2011) to a beneficiary of the trust who is a lineal descendant of Evelyn T. Harrison.

Capital Account: The separate account to be maintained by the Company for each Member in accordance with federal income tax accounting principles and Treasury Regulation Section 1.704-1(b), and as more fully described in Section 3.3 of this Agreement.

Capital Transactions: Any of the transactions referred to in "Proceeds from Capital Transactions", as defined in this Agreement.

Certificate: The Company's Certificate of Formation filed under Section 18-201 of the Act on August 3, 2011, a copy of which is attached to and made a part of this Agreement as *Exhibit B*.

Code: The Internal Revenue Code of 1986, as amended from time to time.

Company: Clayton Farms Real Property, LLC, the limited liability company formed pursuant to this Agreement and the Certificate.

Consent of the Members: The affirmative vote of Members owning more than sixty percent (60%) of the aggregate Membership Interests owned by all Members

Manager: The Manager of the Company appointed from time to time according to Section 5.7 of this Agreement.

Member: A Person entering into this Agreement as a Member, and his or her heirs, personal representatives, successors and assignees who become Members of the Company according to Section 8.2 of this Agreement.

Membership Interest: A Member's interest in the Company, consisting of its contributions to capital and its Capital Account, its interest in the Company's Profits and Losses and cash distributions, and its rights, powers, and liabilities as a Member as defined and described in the Act and in this Agreement.

Net Cash Flow: The gross cash receipts of the Company from whatever source derived (but specifically excluding capital contributions and the proceeds of loans) calculated annually on the basis of the calendar year minus (without duplication) the sum of the following: (1) cash expenditures, plus (2) the amount necessary for payment of all costs, expenses, obligations, and liabilities of the Company then due, plus (3) such additional amounts as the Manager may determine to be necessary or desirable to be retained as reserves, whether for working capital, anticipated repairs and replacements, obligations and liabilities of the Company coming due within twelve months, or for any other commercially reasonable need.

Person: Any individual, corporation, unincorporated association, general partnership, limited partnership, limited liability company, common law trust, statutory trust, joint stock company, or governmental agency or instrumentality and its or their respective heirs, legal representatives, successors and assignees.

Proceeds from Capital Transactions: The net cash proceeds (1) resulting from any condemnation or partial condemnation of the Real Property (which are not used to restore the Real Property or applied by the holder of any mortgage encumbering the Real Property to the reduction of the principal amount thereof and any accrued and unpaid interest on such mortgage), (2) of the settlement of any insurance claim (which are not used to restore the Real Property or applied by the

holder of any mortgage affecting the Real Property to the reduction of the principal amount thereof and any accrued and unpaid interest on such mortgage), (3) from the sale of the Real Property, (4) actually received by the Company from the refinancing (*i.e.*, the placement of any mortgage against the Real Property other than construction mortgages) of any mortgage encumbering the Real Property (and not used to reduce the Company's liabilities, to pay the expenses of the Company in connection with such refinancing, or to improve the Real Property), and (5) which, to the extent not described in the preceding clauses (1) through (4), are considered capital proceeds under generally accepted accounting principles.

Real Property: That certain farm or tract of land, situate in St. Georges Hundred, New Castle County and State of Delaware, more particularly described in the deed attached as *Exhibit C* to this Agreement, with all appurtenant rights, buildings, structures, roadways, walkways, parking areas and other improvements, including, without limitation, infrastructure improvements, constructed thereon.

1.2 Construction: Terms stated in the masculine gender shall be construed, as appropriate in context, as applying to the feminine gender, and vice versa, and terms stated in either such gender shall be construed, as appropriate in context, as applying to the neuter gender. Terms stated in the singular shall be construed, as appropriate in context, as the plural, and vice versa.

SECTION 2

Formation of a Limited Liability Company

2.1 Formation: The Members hereby form a limited liability company under the Act for the purposes set forth in Section 2.4 of this Agreement.

2.2 Name: The name of the Company shall be Clayton Farms Property, LLC, and the business of the Company shall be conducted under that name.

2.3 Registered Office and Agent: The registered office of the Company shall be located at 1220 N. Market Street, Suite 850, Wilmington, Delaware 19801, or at such other place as the Manager may from time to time determine. The Company's registered agent at such address shall be Delaware Corporate Services, Inc.

2.4 Purpose: The purpose of the Company is to engage in any lawful act or activity which limited liability companies may carry on under the act. The Company shall have and may exercise all of the rights and powers granted under the Act to limited liability companies including, without limitation, the power to acquire and hold real property, to borrow money, to secure such borrowing by the granting of security interests in, or the pledge or hypothecation of, its assets, or otherwise, to enter into such business arrangements with respect to its assets as may in the judgment of the Manager be necessary, useful or appropriate, and to sell, exchange or otherwise dispose of the Company's interest in any of its assets, all in accordance with the terms of this Agreement.

2.5 Real Property Ownership: All assets and property of the Company shall be held in the name of the Company. All property owned by the Company, whether real or personal, tangible or intangible, shall be owned by the Company as an entity and no Member individually shall have any ownership rights in such property. Each Member for himself or herself and his or her heirs, legal representatives, successors and assignees irrevocably waives and releases all rights presently held or hereafter acquired, at law or in equity or by provision of any statute or otherwise, to obtain a partition of any property owned by the Company, or any part thereof, and irrevocably consents and agrees that no Member will, at any time, commence or maintain any action for a partition of any such property.

SECTION 3

Capital Contributions And Accounts; Membership Interests

3.1 Capital Contributions: (a) Evelyn T. Harrison and Thomas F. Harrison conveyed the Real Property to the Company by warranty deed dated August 10, 2011 (a copy of which is attached as *Exhibit C* to this Agreement), in exchange for Membership Interests in the proportion of their respective ownership interests in the Real Property, as follows:

<u>Member</u>	<u>Membership Interest</u>
Evelyn T. Harrison	56%
Thomas F. Harrison	44%

The market value of the Real Property, as determined by the independent appraisal of George M. Records, Jr. dated May 10, 2011, is \$2,800,000. The Members agree that each Member's Capital Account shall be credited with a contribution in an amount proportionate to the value of the interest in the Real Property he or she contributed, as follows:

<u>Member</u>	<u>Capital Account</u>
Evelyn T. Harrison	\$1,568,000
Thomas Frame Harrison	\$1,232,000

By Assignment of Membership Interest dated August 11, 2011, Evelyn T. Harrison transferred her entire Membership Interest (including her Capital Account) to Thomas F. Harrison, Trustee of the Evelyn T. Harrison Trust f/b/o Thomas F. Harrison under Agreement dated August 10, 2011.

(b) No additional capital contributions shall be required except as provided in Section 3.4 of this Agreement.

3.2 Interest On And Withdrawals Of Capital: (a) The Company shall not pay interest on the Members' capital contributions.

(b) No Member shall be entitled to withdraw any part of his or her capital in the Company or to receive any capital distribution from the Company except as part of a liquidating

distribution as provided in Section 9.2 of this Agreement. Except with the Consent of the Members, all distributions to the Members shall be made in cash.

3.3 Capital Accounts: The Company shall maintain a separate Capital Account for each Member in accordance with federal income tax accounting principles and *Treas. Regs.* section 1.704-1(b).

3.4 Negative Capital Accounts: If any Member's Capital Account has a negative balance at the time for liquidation of the Company, after all adjustments to such Member's Capital Account for the taxable year of the Company in which the liquidation occurs have been made, such Member shall be unconditionally obligated to contribute cash to the capital of the Company in an amount sufficient to restore its Capital Account to a zero balance at the time of such liquidation.

SECTION 4

Profits and Losses; Cash Distributions

4.1 Definition of Profits and Losses: For purposes of this Agreement, "*Profits*" and "*Losses*" for each fiscal year or other period shall mean, respectively, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with section 703(a) of the Code (but including in the Company's taxable income or loss, for this purpose, all items of gain, income, loss or deduction required to be separately stated pursuant to section 703(a)(1) of the Code and income otherwise exempt from tax).

4.2 Allocation of Profits and Losses: Profits and Losses shall be allocated to and among all Members in proportion to their respective Membership Interests and, if an Assignment of a Membership Interest is made, then as further provided in Section 4.6 of this Agreement.

4.3 Distribution of Net Cash Flow: Net Cash Flow shall be distributed to the Members not less frequently than annually in proportion to their respective Membership Interests and, if an Assignment of a Membership Interest is made, then as further provided in Section 4.6 of this Agreement.

4.4 Allocation of Taxable Income, Gain and Loss From Capital Transactions: All items of taxable income, net gains and net losses resulting from Capital Transactions shall be allocated to and among the Members in proportion to their respective Membership Interests at the time the Capital Transaction occurs.

4.5 Distribution Of the Proceeds From Capital Transactions: Except in the case of a liquidation and termination of the Company in accordance with Section 9.2 of this Agreement, the Proceeds from Capital Transactions shall be distributed as follows:

First: To the payment of all liabilities and obligations of the Company, other than loans by the Members to the Company, required to be discharged in connection with the Capital Transaction, except for any mortgages assumed by or transferred to others;

Second: To the repayment of loans made by the Members to the Company, but if the proceeds available are insufficient to satisfy all such loans, then each such loan shall be paid down, first, by that amount (if any) which will cause the Members' loans to be in proportion to their respective Membership Interests, and then in the proportion thereof, including all accrued and unpaid interest thereon; and

Then: The balance, to and among the Members in proportion to their respective Membership Interests at the time the Capital Transaction occurs.

4.6 Varying Interests: If an Assignment of a Membership Interest is made, each item of income, gain, loss, deduction and credit for the year in which such Assignment occurs shall, except as to allocable cash basis items for which different treatment may be required under Code Section 706(d), be allocated between the assignor and the assignee of the Membership Interest in proportion to a fraction, the numerator of which is the number of days the Membership Interest was held by each and the denominator of which is the number of days in the year, or by an interim closing of the books, or in any other manner permitted by the Code and selected by the Manager in accordance with this Agreement. The effective date of an Assignment shall be (1) in the case of a voluntary assignment, the last day of the calendar quarter next preceding the date the Assignment is recorded on the books of the Company, or (2) in the case of an involuntary Assignment, the date of the operative event.

SECTION 5 Management

5.1 General: The Company's business and affairs shall be managed exclusively by the Manager, who shall devote such time to the Company as shall be necessary to conduct the Company's business efficiently and to carry out the Manager's responsibilities therein.

5.2 Manager's Authority: The Manager shall have sole authority to manage the Company and is authorized to make any contract, enter into any transaction, and make and obtain any commitment on behalf of the Company to conduct or further the Company's business and purposes. Without limiting the generality of the foregoing, the Manager shall have sole authority to execute deeds, notes and bonds, mortgages, affidavits for title insurance purposes, settlement statements, leases, and any and all other documents required in connection with the purchase, sale, rental or financing of real property or otherwise.

5.3 Standard of Care: (a) The Manager shall discharge its duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and

in a manner the Manager reasonably believes to be in the best interests of the Company. The Manager shall not be accountable to the Company or any Member as a fiduciary.

(b) The Manager may rely on information received from other persons if that reliance is consistent with the Manager's duties hereunder.

5.4 Nonliability Of Manager For Acts Or Omissions In Official Capacity: The Manager is released from liability for damages and other monetary relief to the full extent permitted by the Act. No amendment or repeal of this Section shall affect any liability or alleged liability of the Manager for acts, omissions or conduct that occurred prior to the amendment or repeal.

5.5 No Authority Of Members: Except as specifically authorized by the Manager in writing, no Member is an agent of the Company or has the authority to make any contracts, enter into any transactions or make any commitments on behalf of the Company.

5.6 Compensation: The Manager shall be entitled to receive compensation in a reasonable amount for its services to the Company, and in addition shall be reimbursed for the Manager's out of pocket expenses actually paid to third parties on behalf of the Company.

5.7 Appointment of Manager; Resignation or Incapacity; Appointment of Successor:

(a) Thomas F. Harrison is appointed as the Manager, to serve until he resigns or is unable to continue to serve by reason of death or disability.

(b) A Manager shall serve as such until the Manager resigns or is unable to continue to serve by reason of death or disability. A Manager wishing to resign shall provide written notice to all Members, to take effect on the date the Manager gives notice to all Members or at a later date stated in the notice of resignation.

(c) If the Manager named in this Agreement resigns or is unable to serve, the successor Manager shall be Peter Harrison; or if he renounces, resigns or is unable to serve, a Person appointed with the consent of the Members. A successor Manager shall have all of the powers and duties of the Manager named in this Agreement, and all references in this Agreement to the "Manager" shall include every such successor Manager.

SECTION 6 Financial Matters

6.1 Deposits and Investments: The Company's funds shall be deposited in the name of the Company in accounts at financial institutions which the Manager selects, or invested in such manner as the Manager may authorize. The Manager shall prescribe such procedures as it deems

necessary with respect to making such investments and disbursements or withdrawals of Company funds.

6.2 Accounting Period: The Company hereby adopts a calendar year accounting period for both accounting and tax purposes.

6.3 Books of Account: The Company shall maintain accurate books of account in accordance with the same modified cash receipts and disbursements method of accounting which the Company uses for income tax purposes. In those instances in which more than one accounting principle can be applied, the Manager shall determine which principle the Company will adopt. Such books shall be available for examination at any reasonable time by any Member. The Manager shall select the independent accountants for the Company.

6.4 Tax and Financial Statements: (a) The Members agree that the Company shall be treated as a partnership for purposes of Federal, state and local income tax and other taxes, and further agree not to take any position or make any election, in a tax return or otherwise, inconsistent therewith.

(b) The Manager shall cause all required Federal, state and local partnership income, franchise, property and other tax returns, including information returns, to be filed timely with the appropriate office of the taxing authority having jurisdiction. As promptly as practical, and in no event later than ninety days after the close of each calendar year, the Manager shall deliver to each Member a copy of each state and Federal income tax return the Company files.

(c) The Manager shall make all elections which the Company is required or permitted to make, including without limitation the election referred to in Code Section 754, and all material decisions with respect to the calculation of its profit or loss for tax purposes.

(d) The Company shall furnish to each Member such other financial information at such times and prepared in such form as the Member may reasonably require.

SECTION 7

Relationships With the Company And Among Members

7.1 Information: Members shall have the right to be fully and currently informed of the activities of the Company.

7.2 Other Businesses: Any of the Members may engage in or possess interests in other business ventures of every nature and description, independently or with others. Neither the Company nor any other Member shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived from such independent ventures.

7.3 Limits Of Relationship: The relationship among the Members shall be that of a limited liability company as set forth in this Agreement. Nothing in this Agreement shall be construed as constituting the Members as joint venturers or as partners in the conduct of any business, or as authorizing any Member to obligate or otherwise act for any other Member or for the Company except to the extent set forth herein.

SECTION 8

Assignments of Interests; Withdrawal

8.1 Assignment of Membership Interest: (a) Except as provided in this Section 8, no Member, or any Person acting by authority of or for any Member, shall make an Assignment of all or any part of its Membership Interest or any participation in its right to receive distributions or allocations of income, gain, losses, deductions and credits in respect thereof. Any Assignment not made in accordance with this Agreement shall be void.

(b) The assignee of a Member's Membership Interest shall have no right to participate in the management of the Company's business and affairs unless the assignee becomes a Member in accordance with Section 8.2 of this Agreement.

(c) As provided in Section 18-702(b) of the Act:

(i) The Assignment of a Member's Membership Interest does not entitle the assignee to become or to exercise any rights or powers of a Member.

(ii) An Assignment of a Membership Interest entitles the assignee to the assignor's share in Profits and Losses and items of taxable income, net gains and net losses resulting from Capital Transactions, to the extent assigned, and to receive the assignor's share of distributions of Net Cash Flow, Proceeds from Capital Transactions and upon liquidation of the Company, to the extent assigned.

(iii) A Member ceases to be a Member and to have the power to exercise any rights or powers of a Member upon Assignment of all of the Member's Membership Interest. An Assignment by the pledge of, or granting of a security interest, lien or other encumbrance in or against any or all of the Membership Interest of a Member shall not cause the Member to cease to be a Member or to have the power to exercise any rights or powers of a Member.

(d) Except to the extent assumed by agreement, until an assignee of a Membership Interest becomes a Member, the assignee shall have no liability as a Member solely as a result of the assignment.

8.2 Assignee's Right To Become a Member: (a) An assignee of a Membership Interest may become a Member if:

(i) The assignor of the Membership Interest designates such intention in the assignment instrument;

(ii) The assignment instrument is satisfactory in form and substance to the Manager;

(iii) The assignee accepts and adopts in writing all of the terms and provisions of this Agreement, as the same may have been amended; and

(iv) The assignee pays or obligates himself or herself to pay, as the Manager determines, all reasonable expenses incurred in complying with the foregoing conditions.

(b) An assignee who has become a Member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act.

8.3 Right To Purchase. (a) A Member (the "*Transferor*") who wishes to make an Assignment of his or her Membership Interest, any portion thereof, or any interest or rights therein (all of which are referred to in this Section 8 as the "*Transferor's Interest*"), shall give notice thereof to the Company (the "*Transfer Notice*"). The Transfer Notice shall describe the Transferor's Interest, the Person to whom the Transferor's Interest is to be assigned, and the nature of the proposed Assignment. In addition, in the case of a proposed Assignment by sale, the Transfer Notice shall include the purchase price for the Transferor's Interest, which shall be a fixed or determinable price in money (the "*Purchase Price*"), the terms of such sale, and a copy of the applicable agreement of sale. The Company, acting by the majority in interest of the Members other than the Transferor, shall have the first option to purchase the Transferor's Interest at the price determined in accordance with Section 8.4 of this Agreement or, in the case of a proposed Assignment by sale, for the Purchase Price and upon substantially the same terms set forth in the Transfer Notice. If the Company elects not to acquire the Transferor's Interest, the Members other than the Transferor shall have the option, on a *pro rata* basis, to purchase the Transferor's Interest at the price determined in accordance with Section 8.4 of this Agreement or, in the case of a proposed Transfer by sale, for the Purchase Price and upon substantially the same terms set forth in the Transfer Notice. If one or more Members elect not to acquire their *pro rata* share of the Transferor's Interest, the remaining Member or Members may then acquire such Transferor's Interest, on a *pro rata* basis.

(b) Any Member may offer its Membership Interest for sale to the Company, even though such offering Member may not have a proposed purchaser, transferee, assignee, or pledgee or other holder of a security interest, for the Transferor's Interest, and the Company may, if it elects, assign its right to purchase to the other Member or Members. If the Company elects (or if, by assignment, the other Members elect) to acquire the Transferor's Interest, the purchase price shall be determined and paid in accordance with Section 8.4 hereof.

(c) If neither the Company nor the other Member or Members elect to acquire a Transferor's Interest in accordance with the foregoing provisions of this Section, the Transferor and the Transferor's Interest shall nevertheless remain subject to all of the restrictions of this Section, including, without limitation, the first option to purchase upon a subsequent Assignment or proposed Assignment.

(d) The right to purchase a Transferor's Interest under the provisions of this Section is intended to keep the Company, its business and affairs, and its Members in a harmonious relationship, thereby fostering a climate of goodwill and cooperativeness and enhancing the Company's capacity to grow and generate income and profits. For these reasons, each Member agrees that this provision is commercially reasonable.

8.4 Purchase Price of Transferor's Interest; Payment. (a) If the purchase price of a Transferor's Interest is to be determined in accordance with this Section, the market value of the Company's assets shall be established by a qualified appraiser and the Company's accountants shall determine the amount which would be distributed with respect to the Transferor's Interest if the assets were sold at the market value so established, the Company were dissolved and liquidating distributions were made pursuant to Section 9.2 of this Agreement. The amount so determined, *minus* a discount of thirty per cent (30%), shall be deemed to be the value and the purchase price of the Transferor's Interest. Costs of appraisal shall be divided equally between the Company and the Transferor, and the appraisal shall be completed within sixty days following the appointment of the appraiser. For purposes of this Agreement, a "qualified appraiser" is an appraiser experienced in the valuation of properties similar (in location and use, to the extent relevant) to the Company's real property, as then constituted.

(b) When a Transferor's Interest is purchased, the purchaser (including, collectively, Members acquiring the Transferor's Interest) shall have the right to elect either to pay the entire purchase price in immediately available funds at closing (as hereafter defined) or, alternatively, to pay twenty-five percent (25%) of the purchase price in immediately available funds at closing, with the balance of the purchase price to be paid by delivery of a promissory note at closing. The note shall have a term of up to fifteen (15) years, determined at the option of the maker; shall be guaranteed as to payment by the purchasing Members if the Company is the maker; shall bear interest on the unpaid principal balance at a fixed rate two percentage points in excess of the Prime Rate as published in the "Money Rates" column of *The Wall Street Journal* on the last day on which *The Wall Street Journal* is published preceding the date of closing; and shall be paid in level monthly installments, principal and interest, the maker reserving nevertheless the right of prepayment. The note shall provide for the acceleration of maturity upon default at the option of the holder and shall contain a fifteen day grace period within which to cure any default. Closing shall be held on a date specified by the Company or by the Members purchasing the Transferor's Interest, as the case may be, not later than ninety days following the date the election to purchase the Transferor's Interest is exercised and the purchase price thereof is determined.

8.5 Retirement, Withdrawal Or Resignation Restricted: No Member shall have the right to retire, withdraw or resign from the Company prior to completion of liquidation following dissolution and winding up of the Company.

8.6 Exception For Single Member Company: Notwithstanding any contrary provision of this Agreement, if at any time there is only one Member of the Company, all or a portion of that Member's Membership Interest may be disposed of in any manner provided by law and, upon such disposition, the transferee shall become a Member without further action on the part of the transferee, the Company or the Member. Similarly, if at any time there is only one Member of the Company and such Member dies, is adjudicated incompetent to manage his or her property by a court of competent jurisdiction, is dissolved, or is bankrupt, the personal representative or trustee, the guardian or conservator, or the trustee of the bankruptcy estate or other legal successor, as the case may be, shall become a Member without further action on the part of such successor, the Company or the Member.

SECTION 9

Dissolution and Winding Up

9.1 Dissolution: The Company shall continue until it is dissolved at the earliest of:

- (1) the consent of the Members to dissolution; or
- (2) the entry of a decree of judicial dissolution under the Act.

The Company shall continue and shall not dissolve upon the death or other dissociation of a Member.

9.2 Winding Up and Liquidation: If the Company is dissolved, its affairs shall be wound up and the Company shall be liquidated in accordance with the requirements of law and the following provisions:

(1) The authority to wind up the Company's affairs and to supervise its liquidation shall be exercised by the Manager or by a Person designated by the Manager, the Manager or such Person being hereafter referred to in this Section as the "*Liquidator*".

(2) The Liquidator shall cause the Company's independent accountants to make a full and proper accounting of the assets, liabilities and operations of the Company, as of and through the date on which all of the assets of the Company shall have been distributed in accordance with the provisions of this Section.

(3) Upon demand by the Liquidator, each Member shall pay to the Company all amounts owed by it to the Company together with any contributions required by law or this Agreement to be made by such Member for the payment of liabilities.

(4) As expeditiously as possible (allowing reasonable time to maximize values in light of prevailing market conditions, but in no event later than one year after the occurrence of an event of dissolution), the Liquidator shall cause all Company properties and assets to be sold and shall distribute the proceeds thereof in the following order of priority:

First, all liabilities and obligations of the Company, other than liabilities or obligations to the Members, shall be paid or the Liquidator shall make reasonable provision therefor (whether by establishment of reserves or otherwise as the Liquidator shall in good faith determine);

Second, all liabilities and obligations of the Company to the Members shall be paid or the Liquidator shall make reasonable provision therefor, but if the proceeds available are insufficient to satisfy all such liabilities and obligations, then each such liability and obligation shall be paid down, first, by that amount (if any) which will cause the obligations to be in proportion to the Members' respective Membership Interests, and then in the proportion thereof, including all accrued and unpaid interest thereon;

Third, after allocations in accordance with Section 4.4 of this Agreement (but without duplication), any balance shall be distributed to the Members in proportion to the Members' respective positive Capital Account balances.

The Liquidator shall have power to establish reserves or otherwise provide for the payment of liabilities and obligations of the Company, in such amounts and by such means as the Liquidator in good faith deems appropriate. The saleable assets of the Company may be sold in connection with any liquidation at public or private sale and at such price and upon such terms as the Liquidator in his or her sole discretion may deem advisable. Any Member and any Person in which any Member is in any way interested may purchase assets at such sale. Distribution of Company assets hereunder shall be made in cash unless otherwise agreed to by all Members.

(5) The provisions of this Agreement shall remain fully operative during the period of winding up and, without limitation, all items of Company income, loss, gain, deduction or credit shall continue to be allocated in a manner herein specified, but the operations of the Company shall be limited to those reasonably incidental to the winding up and liquidation of the Company's business and affairs.

SECTION 10

Notices

10.1 Requirements: All communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, mailed by certified, first-class mail, postage prepaid, sent by tested facsimile transmission, or delivered by a nationally recognized overnight delivery service to each party at his or her address set forth above, or to such other address or to such other Person as any party hereto shall have last designated by notice to the other parties.

10.2 Effective Date: All communications hereunder shall be effective and deemed delivered as of the date of personal delivery, or the third business day after being mailed, or the business day next following the dispatch of a facsimile transmission, or the business day next following deposit with a nationally recognized overnight delivery service, as the case may be.

SECTION 11 Additional Membership Interests

No additional interests in the Company shall be created or issued, nor shall any additional Member be admitted to the Company, without the prior unanimous consent of the Members.

SECTION 12 Indemnification

12.1 General: (a) The Company shall indemnify and hold harmless the Manager (each Manager hereafter referred to, with his or her agents and employees as the "*Indemnitee*") from any loss, liability or damage incurred or suffered by the Indemnitee by reason of any act performed or omitted to be performed by the Indemnitee in connection with the Company's business, including attorneys' fees incurred by the Indemnitee in connection with the defense of any claim or action based on any such act or omission, except for acts performed or omitted in bad faith or through the gross negligence of the Indemnitee and except to the extent indemnification is prohibited by law. All judgments or other assessments against the Company wherein an Indemnitee is entitled to indemnification pursuant to this Section 12 shall be first satisfied from Company assets before the Indemnitee shall be required to satisfy such liability or obligation.

(b) Each Member hereby indemnifies and shall hold the other Members harmless from and against any and all losses, claims, damages and liabilities (1) arising out of any act of, or any purported assumption of any obligation or responsibility by, such indemnifying Member, done or undertaken, pursuant to actual or apparent authority in connection with the Company, except pursuant to authorization expressly granted in or pursuant to this Agreement or by further written agreement among the Members, or (2) arising out of any breach by such indemnifying Member of his or her obligations and agreements hereunder.

12.2 Payment of Expenses: The expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding which is or may be subject to indemnification according to Section 12.1 of this Agreement shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee, reasonably satisfactory to each non-interested Member, to repay such amount if it is ultimately determined that the Indemnitee is not entitled to indemnification as authorized by Section 12.1 of this Agreement.

SECTION 13
Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

SECTION 14
Miscellaneous

14.1 Binding on Successors: This Agreement shall be binding upon the Members and their respective heirs, legal representatives, successors and assignees and shall inure to the benefit of the Members and, subject to the provisions hereof, their heirs, legal representatives, successors and permitted assignees.

14.2 Amendments: This Agreement may be amended by an instrument in writing executed by the Manager with the consent of the Members, but, any contrary provision of this Agreement notwithstanding, an amendment approved by less than all Members shall not, without the consent of the Members adversely affected, be effective to:

- (1) subject any Member to any increased risk of personal liability for debts and liabilities of the Company;
- (2) increase any Member's required capital contribution;
- (3) alter the interest of a Member in the income, gains, losses, deductions, credits or distributions of the Company; or
- (4) affect the status of the Company as a partnership for federal income tax purposes.

14.3 Limited Liability Of the Members: No Member shall have any personal liability or obligation hereunder for any debt, liability or obligation of the Company, nor shall any Member be responsible for the obligations of any other Member.

14.4 Waiver And Consent: No consent shall be effective unless in writing and no consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by such other Member of his or her obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such Member hereunder. Failure on the part of any Member to complain of any act or failure to act of any other Member or to declare such other Member in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member of his or her rights hereunder.

14.5 Third Party Beneficiaries: The provisions of this Agreement are for the benefit of the parties hereto and not for any other Person.

14.6 Severability: If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14.7 Further Assurances: The Members shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

14.8 Captions: Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

14.9 Future Members Bound: Each and every Person who hereafter may become a Member of the Company shall be deemed by virtue thereof to have accepted, adopted and acquiesced in any and all actions theretofore taken or omitted to be taken by the Company and shall be bound thereby.

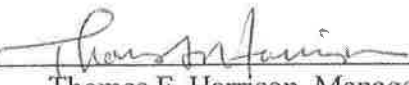
14.10 Choice Of Forum; Consent To Jurisdiction. The courts of the State of Delaware having jurisdiction, or the United States District Court for the District of Delaware, shall be the exclusive forum for any action arising out of or relating to this Agreement and the transactions contemplated hereby, and any such action shall be tried without a jury. Each party hereto consents to the personal jurisdiction and the subject matter jurisdiction of such courts and agrees that, by entering into this Agreement, it is transacting business within the meaning of 10 Del. C. section 3104 and irrevocably consents to service of process as provided in such statute.

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14.11 Entire Agreement: This Agreement contains the entire agreement among the parties hereto relative to the operations of the Company and supersedes all earlier agreements or understandings, whether oral or in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and day first above written.

COMPANY:
CLAYTON FARMS PROPERTY, LLC

By: 
Thomas F. Harrison, Manager

MEMBERS:

 (SEAL)
Thomas F. Harrison, Trustee
of Evelyn T. Harrison Trust f/b/o Thomas F. Harrison
U/A August 10, 2011

 (SEAL)
Thomas F. Harrison

EXHIBIT A

ASSIGNMENT OF MEMBERSHIP INTEREST

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Assignor") hereby sells, assigns and transfers to Thomas F. Harrison, Trustee of the Evelyn T. Harrison Trust f/b/o Thomas F. Harrison u/a dtd August 10, 2011 ("Assignee"), free and clear of all liens, claims, encumbrances or restrictions of every kind, nature and description whatsoever, all of the right, title and interest of the undersigned in and to a Membership Interest of Fifty-six per cent (56.00%) in Clayton Farms Property, LLC (the "Company"), a Delaware limited liability company, intending that the Assignee shall become a Member of the Company.

This Assignment shall be binding upon the Assignor, her heirs, personal representative, successors and assignees, and shall inure to the benefit of the Assignee and his successors and assignees.

IN WITNESS WHEREOF, the Assignor has signed this instrument under seal and delivered it, intending to be legally bound, on this day, August 11, 2011.

ASSIGNOR:


_____(Seal)
EVELYN T. HARRISON

ACCEPTANCE BY ASSIGNEE AND APPROVAL BY MANAGER

By their respective signatures below:

1. The Assignee identified in the foregoing Assignment of Membership Interest accepts and adopts all the terms and provisions of the Company's limited liability company agreement.
2. The Manager of the Company approves the assignment made according to the foregoing Assignment of Membership Interest and accepts the foregoing Assignment of Membership Interest as satisfactory in form and substance.

ASSIGNEE:


EVELYN T. HARRISON TRUST F/B/O

THOMAS F. HARRISON

U/A AUGUST 10, 2011

By:  (Seal)
Thomas F. Harrison, Trustee

MANAGER:

 (Seal)
Thomas F. Harrison

Dated: August 11, 2011

EXHIBIT B

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:34 AM 08/03/2011
FILED 10:32 AM 08/03/2011
SRV 110884614 - 5019557 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY

CERTIFICATE of FORMATION
OF
CLAYTON FARMS PROPERTY LLC

1. The name of the limited liability company is Clayton Farms Property LLC.

2. The limited liability company's registered office is located at 1220 N. Market Street, Suite 850, Wilmington, DE 19801. The limited liability company's registered agent at such address is Delaware Corporate Services Inc.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act on August 3, 2011.

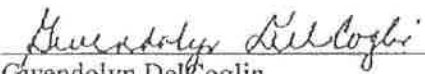

Gwendolyn DelCoglin
Authorized Person
Morris James LLP
P. O. Box 2306
Wilmington, DE 19899

EXHIBIT C

20110815-0050619
Pages: 3 F: \$68.00
08/15/11 04:32:10 PM
T20110025605
Michael E. Kozikowski
New Castle Recorder DEE

Tax Map No. 1301100021

Prepared by and return to:
Mark D. Olson, Esquire
Morris James LLP
P.O. Box 2306
Wilmington, DE 19899-2306

NO TITLE SEARCH OR SURVEY WAS REQUESTED OR PERFORMED

THIS DEED, made this 10th day of August, 2011 by and between:

THOMAS FRAME HARRISON and EVELYN T. HARRISON, of 91 Sherman St. #6, Cambridge, Massachusetts 02140, hereinafter referred to collectively as the "Grantors",

and

CLAYTON FARMS PROPERTY LLC, of 91 Sherman St. #6, Cambridge, Massachusetts 02140, hereinafter referred to as the "Grantee",

WITNESSETH:

That the said Grantors, for and in consideration of the sum of One Dollar (\$1.00), current lawful money of the United States of America, the receipt whereof being hereby acknowledged, hereby grant and convey unto the Grantee, its successors and assigns:

ALL of their right, title and interest in and to that certain farm or tract of land, with the dwelling house and other buildings thereon erected, situate in St. Georges Hundred, New Castle County and State of Delaware, and more particularly bounded and described as follows, to wit:

BEGINNING at a stone also a corner of land belonging to William T. Stoops and running with land of John P. Cochran, north sixty-nine and three-fourths degrees west, twenty-six perches to an old Poplar stump and young Hickory tree; thence North fifty-seven degrees west fifty-two and five-tenths perches to the head of a branch; thence by land of John Jones north four and one-fourth degrees west one hundred and seventy-seven perches to the Manor Church Road; thence with said Road North seventy-seven degrees East nine and five-tenths perches; thence North fifty-five and one-half degrees east sixty-four perches to a stone; thence South fifty-one degrees east one hundred twenty-five and two-tenths perches to a stone; thence south twenty-one and one-half degrees east one hundred and thirty-two perches to a stone; thence by other land of the said Joshua Clayton South fifty-eight and one-half degrees west thirty-five and four-tenths perches to a stone; thence South sixty-four degrees west forty-eight and two-tenths perches to a Cherry tree; thence South

3


seventy-two and one-half degrees west fifty-eight perches to the first mentioned stone and place of Beginning. Said to contain two hundred and three acres, one rood and twenty-eight perches.

BEING the same lands and premises devised by Thomas Clayton Frame Harrison, late of Kent County, Delaware, to his wife, Evelyn T. Harrison, according to Article III of the Last Will and Testament of Thomas C. F. Harrison, of record in the Office of the Register of Wills in and for New Castle County, Delaware, in Will Book F, Volume 10, Page 229, *et seq.* By Disclaimer dated February 18, 2010, of record in the Office of the Recorder of Deeds in the aforesaid county at Instrument No. 20100226-0009748, Evelyn T. Harrison disclaimed an undivided interest of 44 per cent in these lands and premises. The interest so disclaimed passed to Thomas Frame Harrison, Grantor herein, according to Article IV of the said Last Will and Testament of Thomas C. F. Harrison.

SUBJECT, HOWEVER, to that certain Boundary Line Agreement and Quitclaim Deed by and between Adelaide P. Ernest and Jeanette Clayton Frame dated November 8, 1994 and of record in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware, in Deed Book 1874, Page 3, *et seq.*

This space left blank intentionally – signature page follows

IN WITNESS WHEREOF the said Grantors have hereunto set their Hands and Seals, the day and year aforesaid.


Witness


THOMAS FRAME HARRISON


Witness


EVELYN T. HARRISON


COMMONWEALTH OF MASSACHUSETTS

Middlesex COUNTY

:
:
: SS.
:

BE IT REMEMBERED, That on this 10th day of August, 2011, personally came before me, the Subscriber, a Notary Public of the Commonwealth of Massachusetts, THOMAS FRAME HARRISON, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN Under my Hand and Seal of Office, the day and year aforesaid.


Notary Public / Attorney at Law
Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Middlesex COUNTY

:
:
: SS.
:

BE IT REMEMBERED, That on this 10th day of August, 2011, personally came before me, the Subscriber, a Notary Public of the Commonwealth of Massachusetts, EVELYN T. HARRISON, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

GIVEN Under my Hand and Seal of Office, the day and year aforesaid.



Notary Public / Attorney at Law
Commonwealth of Massachusetts

EXHIBIT B



100 YEARS OF SUPERIOR SERVICE

As of 1900, the Delaware Water Service Commission was the first utility in the United States to be created by a public law.

664 Churchmans Road, Newark, Delaware 19702
P.O. Box 15004, Wilmington, Delaware 19850

Mr. Thomas Harrison
Clayton Farms Property, LLC
91 Sherman Street, #6
Cambridge, MA 02140

ENCLOSED IS IMPORTANT
INFORMATION FROM THE PUBLIC
SERVICE COMMISSION THAT
AFFECTS YOUR RIGHTS REGARDING
WATER SERVICE

YOU SHOULD READ THIS NOTICE CAREFULLY

Public records list you as a landowner of the property with the following tax map parcel identification number(s): 1301100021. Within thirty-five (35) days, Artesian Water Company, Inc. plans to file an application with the Delaware Public Service Commission requesting a Certificate of Public Convenience and Necessity (Certificate) to provide water service to a new territory described as NCC033016.

ARTESIAN WATER COMPANY, INC. HAS INCLUDED YOUR PROPERTY IN THE TERRITORY IT INTENDS TO SERVE. ARTESIAN WATER COMPANY, INC. IS ABLE TO PROVIDE WATER SERVICE TO YOUR PROPERTY THROUGH A MAIN EXTENSION FROM OUR EXISTING MAIN AT FOX HUNTER CROSSING. ARTESIAN WATER COMPANY, INC. IS ABLE PROVIDE WATER SERVICE TO NCC033016 WITHIN 30 – 60 DAYS OF THE REQUEST.

IF YOU DO NOT TAKE ANY ACTION NOW, YOU MAY LOSE YOUR CHOICE OF WHO CAN PROVIDE WATER SERVICE TO YOUR PROPERTY AND WHETHER YOU CAN OBTAIN A WELL PERMIT.

- 1) You may choose to be included in the utility's proposed service territory. If you signed a petition for water service asking to be included in the utility's proposed service territory, or, if you did not sign a petition for water service but want to be included, you do not have to take any action.
- 2) You have the right to "opt-out" of the utility's proposed service territory. If you "opt-out", your property will not be included in the utility's service territory. You can do this even though others might desire water service from the utility. You should understand that being included in a utility's service territory does not mean that public water service will be immediately available to your property or that, when available, you will be required to hook-up to the public water system. However, if your property is included in the utility's water service territory, and later the water from the well providing your drinking water cannot be used, the Department of Natural Resources and Environmental Control might deny you a permit for a new well if public water is available to your property. On the other hand, if you elect to "opt-out" of the utility's service territory, but later change your mind and decide to connect to the utility's public water system, you could be charged additional fees.
- 3) You may object to the Public Service Commission granting a Certificate for NCC033016. For example, you may object that the water utility does not have the legal right to serve the territory. You should review the law about what a utility must provide in order to obtain a Certificate (contact the Public Service Commission to obtain a copy of the law). If you file such an objection, you will need to tell the Public Service Commission why the utility should not receive the Certificate. Please note that an objection will not remove your property from a proposed service territory. To remove your property from the service territory, you must request to "opt-out."

Attached to this letter is a form which allows you (and other owners of the property) to exercise your options. You have seventy-five (75) days from your receipt of this notice to file your objection with the Commission. Although you may exercise your right to "opt-out" of the utility's service territory at any time before the Certificate is granted, if you choose to opt-out, it is requested that you complete the form and return it to the Public Service Commission at the address listed below within seventy-five (75) days from the date you receive this notice:

Delaware Public Service Commission 861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

If you want to "opt-out" or object, you must send the completed form to the Public Service Commission, even if you already informed the utility of your intent to "opt-out" or object.

If you have any questions, comments or concerns, please contact the Public Service Commission at (302) 736-7500 (in Delaware, call 800-282-8574).

PROPERTY OWNER OPT-OUT/OBJECT FORM

Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Dear Delaware Public Service Commission:

I/We are the recorded property owner(s), according to current tax records, for the following property/properties:

Tax Map Parcel Identification Number(s): 1301100021

We received a notice from Artesian Water Company, Inc. that it plans to file an application with the Delaware Public Service Commission for a Certificate of Public Convenience and Necessity (Certificate) to provide water service to a proposed service territory described by Artesian Water Company, Inc. as NCC033016 (hereafter, "Proposed Service Territory").

_____ As permitted by applicable law, I hereby opt-out of Artesian Water Company, Inc.'s proposed service territory. I understand that by opting out of the Proposed Service Territory, I may be charged additional fees if I later change my mind and choose to be included in the Proposed Service Territory and receive water service from Artesian Water Company, Inc.

_____ I hereby object to the Artesian Water Company, Inc.'s application for the Certificate of Public Convenience and Necessity. I understand that by objecting to the Artesian Water Company, Inc.'s application I am not merely objecting to being included in the Proposed Service Territory (in which case, I may merely opt out as permitted by electing to opt out above), but rather am objecting to the Commission authorizing the Artesian Water Company, Inc. to provide water service to *any territory* within the Proposed Service Territory, including, but not limited to, my own property. The basis of my objection is as follows:

Property Owner(s): *[Property Owner Name]* _____
 [Property Owner Address] _____

Owner's Signature: _____ Date: _____



Date: April 26, 2016

malissa mcmullen:

The following is in response to your April 26, 2016 request for delivery information on your Certified Mail™ item number 9171969009350121922004. The delivery record shows that this item was delivered on April 4, 2016 at 1:35 pm in CAMBRIDGE, MA 02140. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to read "Malissa M." with a stylized flourish at the end.

Address of Recipient :

A handwritten address in black ink, reading "915 Green St." with a small mark at the end.

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service



USPS Tracking®



Customer Service >

Have questions? We're here to help.



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Sign up for My USPS.

Tracking Number: 9171969009350121922004



Delivered

On Time

Expected Delivery Day: Monday, April 4, 2016

Product & Tracking Information

Postal Product:
First-Class Mail®Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
April 4, 2016 , 1:35 pm	Delivered	CAMBRIDGE, MA 02140

Your item was delivered at 1:35 pm on April 4, 2016 in CAMBRIDGE, MA 02140.

April 4, 2016 , 9:11 am	Out for Delivery	CAMBRIDGE, MA 02140
April 4, 2016 , 9:01 am	Sorting Complete	CAMBRIDGE, MA 02140
April 4, 2016 , 6:23 am	Arrived at Unit	CAMBRIDGE, MA 02138
April 2, 2016 , 11:36 pm	Departed USPS Destination Facility	BOSTON, MA 02205
April 2, 2016 , 8:05 am	Arrived at USPS Destination Facility	BOSTON, MA 02205
March 31, 2016 , 7:10 pm	Departed USPS Facility	WILMINGTON, DE 19850
March 31, 2016 , 6:00 pm	Arrived at USPS Origin Facility	WILMINGTON, DE 19850
March 31, 2016 , 4:45 pm	Accepted at USPS Origin Facility	NEWARK, DE 19702
March 31, 2016	Pre-Shipment Info Sent to USPS	

Available Actions

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Track Another Package

Tracking (or receipt) number

Track It

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Search or Enter a Tracking Number



EXHIBIT C

ARTESIAN WATER COMPANY, INC.
Clayton Farms
Proposed Parcel Included in CPCN Application

PARCEL ID	OWNER NAME	MAILING ADDRESS			PROPERTY ADDRESS
13-011.00-021	Clayton Farms LLC	STREET	CITY	STATE	ZIP
		910 Sherman St. No. 6	Cambridge	MA	2140
					1190 Churchtown Rd, Middletown



NCC_TP1301100021.mxd

NCC TP# 13-011.00-021

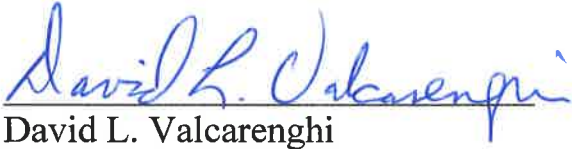
 AWC CPCN



EXHIBIT D

Certification of Landowner Information Accuracy

I certify that I received appropriate tax or land documents which verify that the individuals in this Application are either landowners of record or agents authorized to act on behalf of entities that control the parcel(s) included in this CPCN Application. I certify that the petitions to provide water service to parcel(s) noted in this Application have been signed by landowners or by dually authorized agents.


David L. Valcarengi